



AGREEMENT BETWEEN THE
CITY OF MONROE
AND THE
MONROE FIREFIGHTERS ASSOCIATION,
AFL-CIO, LOCAL 326

July 2, 2018 THROUGH JUNE 30, 2020

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AGREEMENT

This Agreement entered into this 2nd day of July, 2018, by and between the City of Monroe, a municipal corporation, hereinafter referred to as the "City", and the Monroe Firefighters Association, AFL-CIO, Local 326 of International Association of Firefighters, hereinafter referred to as the "Association."

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment to promote orderly and peaceful labor relations between the City and the Association.

The parties mutually recognize that the responsibilities of both the employees and the City to the public requires that any disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of service to the public as is provided by the law.

The Association further recognizes the essential public service here involved and the general health, welfare and safety of the community and agrees to encourage increased efficiency on the part of its members.

To these ends the City and the Association encourage to the fullest degree friendly and cooperative relations between their respective representatives on all levels and among all employees.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements herein contained, it is agreed that:

ARTICLE I RECOGNITION

Section 1. Recognition. The City of Monroe hereby recognizes the Monroe Firefighters Association, AFL-CIO, Local 326 of the International Association of Firefighters as the official representatives for purposes of collective bargaining in respect to wages, hours and conditions of employment as defined under P.A. 336 of the Public Acts of 1947, as amended, of all regular full-time Firefighters, Mechanics, Lieutenant/Inspectors and Captains, but excluding the Chief of Fire, Public Safety Officers, clerical and other non-fire personnel.

Section 2. Definitions.

- A. Hourly Rate - The hourly rate shall be the annual salary divided by 2,080 hours.

- B. Daily Hourly Rate - The daily hourly rate shall be the annual salary divided by 2,808 hours.
- C. Average Daily Rate - Is the hourly rate times (8) hours.
- D. Regular Full-Time Employee -A regular full-time employee shall be an employee whose employment is for a period of indefinite duration and who is regularly assigned a standard work year of 2,808 hours.
- E. Emergency Overtime - Emergency overtime is overtime required in an emergency situation such as a major fire, storm or other disaster, etc.
- F. Scheduled Overtime - Scheduled overtime is overtime in non-emergency situations.
- G. References to Gender. Unless the contract indicates otherwise, all references to employees or officers in this Agreement shall include male and female employees, and wherever the male gender is used it shall be construed to include both male and female employees.

Section 3. Other Agreements. The City shall not enter into any agreements with its employees, individually or collectively or with any other organization which in any way may conflict with the provisions hereof.

ARTICLE II ASSOCIATION SECURITY

- A. All members as a condition of continued employment by the City of Monroe, shall either:
 - 1. Sign and deliver to the City an assignment authorizing deduction of membership dues of the Association within thirty (30) days of the first date of employment or within thirty (30) days of the date of this Agreement, whichever is later; or,
 - 2. Cause to be paid to the Association a representation fee equivalent to the dues and fees of the Association by authorizing the deduction of such in writing within thirty (30) days of the first date of employment or within thirty (30) days of the date of this Agreement, whichever is later; or,
 - 3. Cause to be paid directly to the Association said representation fee within thirty (30) days of the first date of employment or within thirty (30) days of the date of this Agreement, whichever is later. In the event that any employee

shall fail to comply with either of the three (3) preceding sub-paragraphs, the City, upon receiving a signed statement from the Association indicating the employee has failed to comply therewith shall immediately notify said employee his or her services shall be discontinued within thirty (30) days from the date of said notice. The refusal of any employee to contribute fairly to the costs of negotiations and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment.

B. The City shall forward to the Association all dues and representation fees deducted from employees pursuant to authorization within thirty (30) days after such deductions have been made.

C. Save Harmless. The Association shall indemnify, protect and hold harmless the Employer from any and all claims, actions, demands, suits, proceedings, and other forms of liability, including all costs and attorney fees, that shall arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE III ASSOCIATION RIGHTS

A. Bulletin Boards. The Association shall be provided suitable bulletin boards including at least one (1) at each fire station for the posting of legitimate Association business. Such boards shall be identified with the name of the Association, and the Association's Secretary shall be responsible therefore.

B. Meeting Place. The Association may schedule Employer facilities for meetings so long as such meetings do not conflict with the business of the Employer. The usage of Employer facilities shall be scheduled through the office of the Chief of Fire or designee. No employee who is on duty shall attend such meetings without the approval of the Shift Commander.

C. City Charter and Code. The City shall provide a copy of the City Charter; all appropriate code provisions and ordinances to the Fire Department. These documents will be kept updated and housed in an appropriate place in the Fire Department. Included with the above will be one (1) copy of the present contracts with the City and employee organizations.

D. Contract Negotiations. There shall be no diminution of income to employees or members of the Association who are required to be present by the Association for contract negotiations between the City and the Association.

E. Contract Administration. Meetings agreed to by the parties for the purpose of contract administration, grievance administration and communications shall be compensated for at straight time hourly rates for those employees who are required to attend at times other than during their regularly scheduled shift.

F. Association Business. At the discretion of the Employer/Chief of Fire, reasonable time off without discrimination or loss of seniority rights and without pay will be granted to an employee designated by the Association to attend a meeting on official Association business provided forty-eight (48) hours written notice is given to the Chief of Fire by the Association, specifying the length of time off for Association activities. Due consideration shall be given to the number of personnel affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

ARTICLE IV MANAGEMENTS RIGHTS

Section 1. It is recognized that the government and management of the City, the control and management of its properties, and the maintenance of municipal functions and operations are reserved to the City, and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility except as limited by applicable law. Such rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: All rights involving public policy, the rights to decide the number and location of fire stations, related work to be performed within the firefighting unit, the right to hire, promote, discharge or discipline for just cause and to maintain discipline and efficiency of employees.

Section 2. It is further recognized that the City may, in lieu of laying off personnel, reassign employees to a different classification, and that the City reserves the right to eliminate a position created by a vacancy and to not fill vacancies for authorized positions and or classifications provided that any employee who is laid off or involuntarily transferred shall be reassigned to his or her prior position when such position is next filled.

Section 3. The City shall make reasonable provisions for the safety and health of all its employees during the hours of employment. The City shall specifically provide safe places and conditions of employment, and specifically include the providing of safe equipment and adequately maintained vehicles for the utilization of the employees herein. The Association and the City agree that they will cooperate in encouraging the employees to observe safety and health standards.

Section 4. It is agreed that the foregoing Sections are subject to all other provisions of this Agreement which will limit or qualify the foregoing, and that the foregoing rights and prerogatives of the City shall not be exercised in a manner violate of any other provisions of this Agreement.

ARTICLE V
GRIEVANCE PROCEDURE

A grievance which may arise between the parties concerning the meaning, application or interpretation of this Agreement shall be settled in accordance with the procedure set forth below. Time limits indicated may be waived or extended by mutual agreement between the Association and the City, and shall exclude Saturdays, Sundays and holidays.

Section 1.

Step 1

Any employee having a grievance shall reduce it to writing, and present it to the Grievance Committee within five (5) calendar days (excluding Saturdays, Sundays and Holidays) of the employee's first scheduled work day following the action leading to the grievance. If the grievance is deemed to have merit, it will be signed by the employee and a member of the executive board, then submitted to the Chief of Fire within ten (10) calendar days (excluding Saturdays, Sundays and Holidays) of the employee's first scheduled work day following the action leading to the grievance. Failure to file the grievance in time, the matter will be considered closed.

Step 2.

An employee will have an opportunity to present the written grievance. It will be the employees responsibility to attend said meetings if they so desire. The employee will waive their right to be heard at either step 3 or 4 if they do not attend the scheduled meeting. After the employee makes a presentation, and there are no further questions of the employee, the employee will be excused.

The written grievance will then be discussed between the Grievance Committee, the Chief of Fire, the Director of Public Safety (if any), and any other representatives determined by the City within five (5) working days after receipt. Then within five (5) working days (excluding Saturdays, Sundays, and holidays), the Director of Public Safety (if any) or the Chief of Fire -will give his decision in writing. The Grievance Committee will not have more than four (4) representatives in attendance. If not settled, it shall be discussed by the Grievance Committee of the Association to determine whether or not it is meritorious.

Step 3.

In the event the grievance is not settled in Step 2, the Grievance Committee within five (5) days may request a meeting to discuss the matter between the Grievance Committee and the Director of Human Resources and any other representatives determined

by the City. This meeting will be held at a conference room at City Hall within five (5) working days, and the decision will be in writing within five (5) working days.

Step 4.

If a grievance concerning promotions, discipline or discharge is not satisfactorily resolved in Step 3, the Association shall designate an election of remedies in writing by specifically stating whether it elects to proceed to the Monroe Civil Service Commission or to Arbitration under Step 5 of the grievance procedure within thirty (30) days of the receipt of the Step 3 answer. Failure to specifically designate Civil Service proceedings shall be conclusively presumed to constitute an election to proceed under the rules of the American Arbitration Association. The aggrieved employee shall be bound by the Association's election of remedies.

Step 5.

In the event that the grievance is not resolved in Step 3, the Association shall have thirty (30) days to invoke arbitration as follows:

A. When either party receives a letter of intent to arbitrate, the parties shall attempt to select an arbitrator.

B. In the event the parties have not selected an arbitrator within ten (10) days or within a mutually agreed period, an arbitrator shall be selected in accordance with the procedures of the American Arbitration Association. Arbitration hearings shall be held in a conference room at City Hall.

C. Any grievance not appealed from a decision in one (1) of the steps of the above procedures to the next step, as prescribed, shall be considered closed unless reconsideration is mutually agreed to by the Association and the City.

Section 2. Arbitrator Powers.

A. The arbitrator may not add to, subtract from, change or amend any of the terms of this Agreement.

B. The arbitrator shall have the authority to rule on all grievances which may arise under this Agreement.

C. The arbitrator's decision shall be final and binding on all parties.

D. The expenses of the arbitrator shall be shared equally between the City and the Association.

Section 3.

A. An employee or member of the Grievance Committee having a grievance shall first gain permission from his/her supervisor before leaving his/her job to contact the Association.

B. No employee shall be disciplined or discharged without just cause.

C. Any complaints involving discharge must be filed in writing within five (5) working days with the Civil Service Commission and the Chief of Fire. The Chief of Fire will render a decision within four (4) working days of its receipt.

D. Any employee who is reinstated after discharge shall within fourteen (14) days be returned to duty with the Monroe Fire Department at the same rate of pay, or as may agreed to by the parties, or as may be determined by the arbitration panel pursuant to the grievance procedures herein before set forth.

E. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his or her regular rate.

F. An agreement reached between the City and the Association as to the resolution of a grievance or dispute is binding on all employees affected and cannot be changed by an individual.

G. Special meetings to discuss and possibly dispose of emergency problems and grievances may be held whenever mutually agreed upon between the Association and the City.

Section 4. A copy of any written record reflecting upon the capability of professional employment of the employee that is placed in his or her personnel record must be sent to the employee and the Association.

Section 5. It is further agreed that an Officer of the Association shall have the right to be present if requested by the employee on any occasion in which the Chief of Fire calls a member of the Association for a conference, which in any way or manner is in reference to the performance of professional duty or performance of the member of the Association, or which in any respect has reference to his or her wages, hours of work or other conditions of employment of the member of the Association.

Section 6. The Association shall have the right, through its Executive Board to file a grievance directly with the Chief of Fire at Step 2 of the grievance procedure if the Executive Board and/or the Association believes that the alleged violation affects the members of the entire bargaining unit. In such a case, the Association shall be deemed to be the grievant.

ARTICLE VI STRIKES AND LOCKOUTS

The Association agrees that it will not call, authorize, sanction or participate in any strike, work stoppage, work slowdown or create or cause any reduction of essential services during the term of this Agreement. The occurrences of any such acts or actions prohibited in this Section or prohibited by the Public Employees Relations Act of the State of Michigan shall be deemed a violation of this Agreement by the Association. The Association agrees that the City in the first instance has the power to make appropriate preliminary investigations regarding any alleged violations of the Article, and it is specifically agreed and understood that the Association has the right to present opposition to the contesting of opposition in the form of contesting fact of willful neglect of duty, failure to perform, absence, and so on. It is specifically agreed that the City will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE VII HOURS OF WORK AND OVERTIME

Section 1. Employees shall be scheduled to work 216 hours in a 28-day work cycle. Employees shall be assigned to one of three platoons. Each platoon shall be regularly scheduled for a twenty-four (24) hour work day, commencing at 7:30 a.m. each day.

For payroll purposes, each twenty-eight (28) day cycle shall be divided into two (2) two-week pay periods of 108 hours each at the daily hourly rate. Employees shall continue to receive one (1) twenty-four (24) hour period off (i.e. a "Kelly Day") in an 84 day work cycle.

Section 2. Employees will be permitted to exchange days off providing such exchanges do not interfere or conflict with normal operations of the Department. All such exchanges shall be subject to prior approval by the Chief of Fire or his authorized representative.

Section 3.

A. Overtime pay shall be paid to employees for all work in excess of their regularly scheduled work day. An employee must work fifteen (15) minutes after the end of his shift to receive one-half (1/2) hour paid overtime or forty-five (45) minutes to receive one (1) hour paid overtime.

B. Off duty training shall be paid at time and one half the 40 hour rate when the training relates to the position held, (i.e. fire officer classes for officers, mechanics classes for maintenance division etc.) and any additional off duty training with the approval from the Chief of Fire.

All employees who voluntarily attend training or education outside of their regularly scheduled work shift, with the approval of the Chief of Fire, shall be compensated with compensatory time at the rate of one-and-one-half hours for each hour worked. This educational compensatory time shall only accumulate to a maximum of seventy-two (72) hours and its use will be governed in accordance with the compensatory policy defined in paragraph (G), below.

C. Attendance of multiple day seminars or schools, e.g., Fire Department Instructors Conference (4 days), National Fire Academy (2 weeks), Fire Inspection Certification School (4 weeks), EMS Coordinators Seminars (3 days), will not be included in overtime provisions. Attendees will not suffer any diminution of wages for absence from scheduled work days, nor will they be paid for off-duty days while away attending classes. The City will provide all necessary registration fees, travel expenses, lodging and meals for attendees.

D. Call-Back. Any employee who is called back to work prior to the beginning of his or her regular shift or any shift other than their regular shift shall be paid a guaranteed minimum of two (2) hours pay at their hourly rate. This two (2) hour minimum shall be called "call-back pay." For all time worked during this time, said employee shall be paid one and one-half (1-1/2) times the hourly rate in addition to this "call-back pay." This provision shall not apply to scheduled overtime assignments.

E. The City shall pay overtime for regularly scheduled hours worked in excess of 216 in a 28-day cycle. The payments shall be computed using the "daily hourly rate" formula described in Article I, Section 2.B, Recognition, Definitions.

F. The City shall keep records of compensatory time. Employees will be able to use compensatory time in one (1) hour increments when such use does not cause overtime.

G. An employee may schedule compensatory time off during the regular November vacation selection process following the scheduling of vacation time. Compensatory time selected in 12 or 24 hour blocks will be treated as a personal¹ day and adhere to personal day rules. Compensatory time selected in less than 12-hour increments shall be done on a daily basis. Seniority shall govern its utilization.

H. The Employer shall authorize one (1) employee to be off per day for the purpose of utilizing paid vacation, exchanged Kelly days, personal days, and compensatory time off. This provision shall exclude Employer assigned Kelly Days.

¹ This use of time is not to be construed as an additional personal day as permitted by the contract.

ARTICLE VIII
MINIMUM STRENGTH

A. The Mayor and City Council through the Chief of Fire and in accordance with the Management's Rights clause in this Agreement shall establish an appropriate table of organization and level of staffing in accordance with the Mayor and City Council's policy.

B. In order to carry out the responsibilities of the Chief of Fire with regard to paragraph A above, the overtime provisions relative to maintaining staffing requirements shall be as follows:

1. Employees shall have an opportunity to affix their names to a sign-up sheet for overtime work.

2. When staffing falls below the minimum number as outlined above, the Chief of Fire or his designee shall call in the necessary personnel. When an employee is called, he or she shall have the right to refuse this duty; but if he or she accepts this assignment, he or she shall be paid one and one-half (1-1/2) times their daily hourly rate times the hours he or she works in order to maintain minimum strength.

3. When there is scheduled overtime to maintain the minimum shift and it is less than ten (10) hours, a member shall receive overtime pay at his or her hourly rate in accordance with Article VII.

4. All off-duty employees shall report for duty when a general emergency "call back" is initiated. This overtime is not subject to the right of refusal. Available employees who fail to adhere to this provision are subject to progressive discipline.

ARTICLE IX
PROBATIONARY PERIOD

All employees entering the bargaining unit shall serve a one (1) year probationary period, uninterrupted by any break in service, in the rank to which they are initially appointed. Employees who are subsequently promoted to a higher rank within the bargaining unit, shall serve a one (1) year probationary period in the higher rank.

ARTICLE X
COMPENSATION

Section 1. Pay Periods.

Employees will be paid every other Thursday. One week of wages is withheld to provide the necessary time to prepare the payroll. Payment shall be made through direct deposit. The employee shall also be provided an itemized statement of his earnings and all deductions made for any purpose.

Section 2. Base Wages.

A. The base wage schedules for employees covered by this Agreement are set forth in Appendix A, Wage Schedule for the periods indicated.

B. New hires shall normally commence their employment at Step One (the minimum rate) of the Wage Schedule; provided, however, the Employer may, at its discretion, give an employee up to two (2) years experience credit at the time of the initial offer of employment or any time preceding the completion of one year of service. After completing the required period of service at each Step, the employee shall advance to the next Step as provided in Appendix A until the employee reaches the maximum step of the Wage Schedule.

Section 3. Longevity Pay. Employees hired on or after July 1, 2008, shall not be eligible for longevity pay.

The City shall provide a longevity pay plan and payments annually in the following manner. Effective July 1, 1999, the longevity payment shall be as follows:

After 1 year to 5 years	No Payment
After 5 years to 10 years	30.00*
After 10 years to 20 years	35.00*
After 20 years	40.00*
(* = Times Years of Service)	

The City of Monroe between December 1st and December 15th of each year shall issue special payroll checks to all employees eligible for the above longevity pay plan.

Section 4. Food Reimbursement.

A. Employees hired prior to September 12, 2011 shall continue to receive a \$450 food allowance reimbursement. This will be paid by separate check the first open pay period in October of each year. Employees hired on or after September 12, 2011, shall not be eligible for a food reimbursement.

B. Eligible employees who retire under the provisions of the retirement system or those who terminate their employment prior to July 1st in each year, shall receive a prorated amount by dividing the members food reimbursement by one-twelfth (1/12) of said sum for each month employed after July 1st of each calendar year.

ARTICLE XI
VACATION

Section 1. All full-time employees shall be entitled to the vacation time with pay set forth in the following schedule.

On the anniversary of their date of hire, employees are permitted a maximum accumulation of unused vacation hours as set forth below. Any unused vacation time in excess of this amount shall be forfeited.

<u>Years of Service</u> <u>Completed</u> ¹	<u>Vacation Hours</u>	<u>Maximum Accumulation</u>
1 year	72.0	144.0
2 - 9 years	144.0	288.0
10-14	216.0	432.0
15-22	288.0	576.0
23-24	312.0	624.0
25 and above	336.0	672.0

Section 2. All employees hired on or after July 1, 2011, shall earn vacation hours with pay in accordance with the following schedule.

<u>Years of Service</u> <u>Completed</u> ¹	<u>Vacation Hours</u>	<u>Maximum Accumulation</u>
1-7 years	144.0	228.0
8-9 years	168.0	336.0
10-11	192.0	384.0
12-14	216.0	432.0
15-24	240.0	480.0
25 and above	264.0	528.0

Employees shall designate their preferred vacation periods in November of each year. Selection shall be for the following calendar year. Selection shall be based on seniority in the Department. Each "platoon" will select independently of the other and each employee will be afforded only one (1) selection at a time. Employees who will have an anniversary date in the next calendar year entitling said employee to a greater number of vacation periods shall select said vacation periods, in November preceding said anniversary. It is the intent of this Section to preserve the existing method for determining the order of selection of vacations.

After vacation selection as outlined in this article, employees shall have the right to

¹ Determined on an employee's anniversary date.

use vacation days one day at a time, in increments of twenty-four (24) hours. In addition members shall have the right to use up to three (3) vacation days one day at a time, in increments of (12) twelve hours.

In the event employment is terminated prior to the anniversary date, an employee shall be deemed to have earned vacation pay in the ratio that the number of weeks from the last anniversary date bears to fifty-two (52) payable forthwith at his or her then prevailing rate of pay.

In years in which the Biennial Convention of the International Association of Fire Fighters and the Michigan Professional Fire Fighters Union are held, delegates from the Association whose names have been submitted to the Chief of Fire shall be allowed to designate these periods off prior to the November vacation selection.

An employee shall not be entitled to both vacation pay and overtime pay for the same work day.

ARTICLE XII HOLIDAYS

Employees shall receive one hundred and fifty-six (156) hours annually at each employee's forty (40) hour rate at the time of the holiday check. In the event that the City of Monroe officially recognizes any additional holiday, the members covered will be paid an additional 12 hours for each official holiday observed by the City:

- New Year's Day
- Martin Luther King Day
- President's Day (Lincoln's Birthday)
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Mayor's Day (day following Thanksgiving)
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

In order to be eligible for holiday pay an employee must work his last scheduled work day before the holiday and the next scheduled work day after the holiday, or the day of the observance of the holiday, unless on an approved vacation, approved personal day, Kelly day, disability leave, extended sick leave, bereavement or excused day. The Chief of Fire may require a physician's certificate in those instances when an employee is ill or injured. Failure to do so will result in a loss of holiday pay.

An employee shall not be entitled to both holiday pay and sick pay for the same holiday not worked. Holiday pay for the calendar year shall be paid once each year before June 30th.

ARTICLE XIII LEAVES OF ABSENCE

Section 1. Sick Leave. Employees hired prior to July 1, 2011, shall earn twenty-four (24) hours of paid sick leave per month, commencing with each employee's first full work day. Such employees shall be allowed to accrue unused sick time up to a maximum of twenty-four hundred (2,400) hours.

Employees hired on or after July 1, 2011, shall earn ten (10) hours of paid sick leave per month, commencing with each employee's first full work day. Effective January 1, 2017, employees hired on or after July 1, 2011, shall earn twelve (12) hours of paid sick leave per month, commencing with each employee's first full work day. Such employees shall be allowed to accrue unused sick time up to a maximum of one thousand (1,000) hours.

Unpaid time lost by an employee shall not be considered in computing earned credits for sick leave. Except as otherwise provided in this Agreement, all paid leave days, except sick leave days, shall be considered as days worked for accumulation of sick leave credits. In order to be eligible for sick leave credit, an employee must be on the payroll for at least one-half of his regularly assigned work days during the month for which it is earned.

Employees shall be entitled to an annual bonus payment for unused sick leave credited to the employee for the preceding calendar year. Effective, January 1, 2018, the number of sick hours to be paid with the annual bonus payment shall be calculated by subtracting the number of sick hours used during the preceding calendar year from the number of sick hours credited to the employee during the preceding calendar year and then dividing that number of hours by two (2). The number of hours calculated will be paid out at the employee's fifty-four (54) hour rate.

Except as hereinafter provided, such payment shall be made for the preceding calendar year in January of each year, using each eligible employee's rate of pay as of December 31st of the preceding calendar year.

Sick leave may be used in case of actual illness or disability, with the exception of absences due to the use of narcotics or intoxicants (unless medically prescribed), misconduct or any illness or injury incurred while gainfully self-employed or employed by another Employer. Sick leave may be used in ½ shift increments, 7:30 a.m. to 7:30 p.m. and 7:30 p.m. to 7:30 a.m. Employees who become sick during their regular shift shall be charged sick leave for their total period of absence from work. Employees who call in sick prior to the commencement of their shift and who later recover may, upon two hours advance notice to the Shift Commander, report to work for the second half of their shift. Similarly, employees who become sick during the first half of their shift necessitating their leaving work and who later recover, may report for work for the second half of their shift, upon two hours advance notice to the Shift Commander. However, the total hours used in a day shall not exceed the number of regularly scheduled hours the employee would otherwise have worked had he not been on sick leave. Sick leave shall not be charged for absences due to on-the-job injuries covered by worker's compensation.

Any employee who becomes ill and is unable to report to work must, unless circumstances beyond the control of the employee prevents such reporting, notify the supervisor on duty no later than one (1) hour before the starting time of his particular shift on the first day of his absence and daily thereafter if not hospitalized or sick leave pay will not be allowed.

A certificate from a doctor or physician may be required as evidence of illness or disability, and ability to return to work, if the employee's period of absence exceeds two (2) days. Notwithstanding the duration of an employee's period of absence, the Employer shall further have the option, at its own expense, to seek an independent medical examination of the employee certifying the employee's illness or injury and/or the employee's fitness for duty. Abuse of sick leave or falsification of illness or disability will result in disciplinary action up to and including discharge.

If the employee so elects, after all accrued sick leave is used, vacation and personal leave may be used as sick leave benefits. When an employee receives his last check for sickness or disability, he will be placed on leave without pay for a period not to exceed two (2) years or the total amount of his seniority, whichever is less. If, at the end of that time, the employee is still unable to return to work his employment shall be terminated.

An employee who has exhausted his accrued sick leave benefits but is unable to return to work due to a continuing illness or injury will be eligible for up to twenty-six (26) weeks indemnity pay. Indemnity pay will be payable biweekly in accordance with the Employer's normal biweekly pay cycle and calculated at forty-percent (40%) of the employee's biweekly base salary. In order to be eligible for this benefit, the individual must be a regular full-time employee with one (1) year of service.

Section 2. Duty Disability Leave. A "duty disability leave" shall mean a leave required as a result of the employee incurring an illness or injury while in the employ of the Employer that is compensable under the Michigan Workers' Disability Compensation Act ("MWDCA").

In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury to his immediate supervisor and take such first-aid treatment as may be recommended, or waive such first-aid in writing.

Employees on duty disability leave shall continue to earn sick leave hours on the same basis as active duty employees for a period not to exceed one (1) year from the date of illness or injury.

All full-time employees who are unable to work as a result of an illness or injury sustained in the course of employment with the Employer shall continue to receive their regular pay (exclusive of shift differential or work premium) for the working days falling within the first seven (7) calendar days of disability. An employee's sick leave will not be charged for this time. (Note: After fourteen (14) days continuous absence, the MWDCA will reimburse the employee at the standard workers' compensation rate for the first week's absence previously paid by the Employer. Upon receipt of such payment, the employee shall immediately reimburse the Employer.)

After seven (7) calendar days, payment of the employee shall be governed by the regulations of the MWDCA; provided, however, for the first twelve (12) months of duty disability leave, the Employer shall also pay the employee bi-weekly the difference between the payment received under the MWDCA and his normal bi-weekly pay (exclusive of shift premium and other work premiums). Thereafter, if the employee has sufficient accrued sick leave, he will be paid bi-weekly the difference between the payment received under the MWDCA and his normal bi-weekly pay (exclusive of shift differential and other work premiums), until the employee's accrued sick leave is exhausted.

An employee who is continuing to work and being treated for a duty disability injury may be treated for such injury during regular working hours and will be compensated at his regular rate of pay. He shall report promptly to work once the appointment is completed.

If the Employer offers "favored work" to an individual on duty disability within the Fire Department, which the employee is capable of performing, the employee shall report to their regular shift as directed or forfeit all supplemental compensation and sick leave benefits provided by the Employer under this Section and such other benefits as may be terminated in accordance with the provisions of the MWDCA.

Employees on duty disability leave shall continue to accrue sick and vacation leave and holiday pay in the same manner as other employees.

Section 3. Family and Medical Leave. The City agrees that it shall maintain a policy providing for employee family and medical leaves under the federal Family and Medical Leave Act (FMLA). Employees shall be governed by the provisions of that policy; however, to the extent the Employer's policy provides less benefits than those provided by the FMLA, the provisions of the FMLA shall control. Further, employees may elect to utilize any accrued unused sick leave, vacation, and personal leave benefits while on an FMLA leave.

Section 4. Emergency Leave. An employee whose spouse, child, parent, grandchild, grandparent, sibling or parent-in-law is admitted to a hospital with a condition classified as "serious," may be granted a leave of absence with pay for a period not to exceed three (3) work days upon the approval of the Chief of Fire or his designee. The Chief of Fire, or his designee, may also approve a paid leave of absence for a period not to exceed one (1) work day upon an admission to a hospital of a sibling of the employee's spouse under the circumstances above-described. Emergency Leave and Bereavement Leave shall be in addition to other types of leave to which an employee is entitled.

Section 5. Personal Leave. Employees hired prior to July 1, 2011, shall be granted three (3) personal leave days per calendar year, such days to be used as vacation days. (Employees hired on or after July 1, 2011, shall be granted two (2) personal leave days per calendar year.) Personal leave days shall not be chargeable to either accumulated sick leave or accumulated vacation days. In order to use such personal leave days, requests must be made to the Chief of Fire or his designee at least twenty-four (24) hours in advance of the expected leave day, exceptions to the above may be made in cases of bona fide emergencies. Personal leave days will not be granted if they result in an overtime situation. Once the personal leave day is granted, it shall not be rescinded except by the employee. Employees may use one twenty-four (24) hour day in one hour increments. Utilization of this day shall conform to the compensatory policy defined in Article VII, Hours of Work and Overtime.

Employees shall not receive paid work time and paid personal leave time for the same hours. In those rare situations where an employee rescinds his personal leave to accept a work assignment and insufficient time is available to reschedule the personal day before the end of the calendar year, the Chief of Fire may approve the carryover of the employee's personal day into the next calendar year.

Section 6. Bereavement Leave. In addition to the emergency leave, an employee shall be granted a leave of absence with pay for a period not to exceed three (3) working days of a death in the immediate family upon recommendation of the immediate supervisor and the approval of the Chief of Fire provided the notification is prior to the date of the funeral. Should a death in his or her immediate family occur while an employee is on a scheduled vacation leave, he or she shall be eligible to receive these benefits provided that he or she notify the City prior to the date of the funeral.

The immediate family shall be defined to include spouse, child, step-child, brother, sister, parent and parent-in-law, grandparents, grandchildren, spouse's grandparents, brother-in-law, sister-in-law, daughter-in-law and son-in-law and step-parent.

Emergency Leave and Bereavement Leave shall be in addition to other types of leave to which an employee is entitled.

Section 7. Other Leaves. In addition to those leaves of absence provided above, an employee may request an unpaid leave of absence for a maximum period of thirty (30) days. Such leave may be extended for successive periods of up to thirty (30) days, not to exceed a maximum of ninety (90) consecutive days. Requests for leave shall be submitted to the Chief of Fire, with a copy to the Human Resources Director and the Director of Public Safety (if any). All leave requests, including extensions, require advance written approval of the Director of Public Safety or his designee. In the event there is no Director of Public Safety, such requests shall require the written approval of the Chief of Fire.

Employees on an approved leave shall not be engaged in work. Failure to comply with this provision shall result in the employee's termination and the loss of all seniority rights.

Any leave of absence taken under this Section shall not be considered time worked for purposes of earning vacation, sick leave, holiday pay or longevity.

Section 8. Jury Duty. An employee who is summoned for jury duty will be paid the straight-time hourly wage he would otherwise have earned, exclusive of premium, while serving on jury duty. Jury duty fees received by the employee shall be turned over to the Employer (excluding mileage).

ARTICLE XIV HEALTH, DENTAL, AND LIFE BENEFITS

Section 1. Health Care. Regular full-time employees shall be entitled to health care coverage commencing on their 91st day of continuous employment.

1.1. Available Plans. The plans available to employees under this Agreement are described below and vary depending on an employee's date of hire.

A. Employees Hired Prior to August 15, 2011. Regular full-time employee hired prior to August 15, 2011, who desires health care benefits through the Employer shall have his choice of coverage under one of the following plans:

- (1) A Blue Cross/Blue Shield of Michigan Community Blue (90/10) PPO Plan (See Appendix G-1), and Rx generic mandate \$10 co-pay, brand name \$60 co-pay; and mandatory purchase of all

maintenance drugs through mail order with Rx generic mandate \$20 co-pay and brand name \$120 co-pay. Employees may select coverage for employee, employee and spouse, employee and child(ren), or family¹. Employees selecting this Plan option shall be required to contribute 13% of the illustrated premium cost of such coverage. Employees selecting this health care coverage shall also be required to pay 13% of the illustrated cost of dental coverage as referenced in Section 3 of this Article. Effective January 1, 2014, employees shall be required to contribute 16% of the illustrated premium cost of such health and dental coverage. Employees covered under this Plan shall be required to pay the difference between the total illustrated premium cost of such coverage and the maximum amount the Employer is permitted to pay under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act No. 152 of the Michigan Public Acts of 2011 (see Section (4) below for the manner in which the employee's payment is determined.)

- (2) A Blue Cross/Blue Shield of Michigan Community Blue (80/20) PP0 Plan (See Appendix G-2), and Rx generic mandate \$10 co-pay, brand name \$60 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, and brand name \$120 co-pay. Employees may select coverage for employee, employee and spouse, employee and child(ren), or family².

Employees covered under this Plan shall be required to pay the difference between the total illustrated premium cost of such coverage and the maximum amount the Employer is permitted to pay under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act No. 152 of the Michigan Public Acts of 2011 (see Section (4) below for the manner in which the employee's payment is determined.)

- (3) A Blue Cross/Blue Shield of Michigan Flexible Blue PP0 High Deductible Health Care Plan with a Health Savings Account and Rx generic mandate \$10 co-pay and brand name \$60 co-pay after the annual deductible has been met; and mandatory purchase of all maintenance drugs through mail order Rx generic

¹ Eligible participants include the employee, the employee's legal spouse, and the employee's unmarried children to age 26 if they meet the requirements as defined and provided for in the respective plan documents.

² Eligible participants include the employee, the employee's legal spouse, and the employee's unmarried children to age 26 if they meet the requirements as defined and provided for in the respective plan documents.

mandate \$20 co-pay and brand name \$120 co-pay after the annual deductible has been met. This Plan shall include a \$2,000 individual and a \$4,000 family in-network deductible and a \$4,000 individual, \$8,000 family out-of-network deductible (See Appendix G-3). Except as above provided, after payment of the applicable in-network deductible in each calendar year-the Plan shall cover 100% of all eligible in-network expenses for the balance of that calendar year. Except as above provided, after payment of the applicable out-of-network deductible in each calendar year, the Plan shall cover 80% of all eligible out-of-network expenses for the balance of that calendar year.

For employees covered under this Plan, the Employer shall pay the illustrated premium cost of the health plan and make a contribution to the employee's HSA in an annual amount of \$350 for those who select employee only coverage, \$800 for employee/spouse or employee/child(ren) coverage, and \$1,000 for family coverage,¹ or the maximum annual amount permissible under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act. No. 152 of the Michigan Public Acts of 2011. (See Section (4) below for the manner in which the employee's payment is determined.)

Employees may make contributions to their Health Savings Accounts on a bi-weekly basis, through automatic payroll withholding, in accordance with the provisions of the Internal Revenue Code and the related regulations, and the Employer's administrative procedures.

Notwithstanding the foregoing, employees commencing their employment with the Employer after January 1 of any calendar year shall receive prorated contributions to their Health Savings Account in their first calendar year of employment. Such proration shall be based upon the number of days between the employee's date of hire and December 31 of the first calendar year of employment divided by 365.

- (4) Employer Health Care Contributions. The Employer will annually calculate the total cost it is permitted to incur under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act. No. 152 of the Michigan Public Acts of 2011 (the "Act"). The Employer will compare the total cost it is allowed to incur according to the Act to its actual cost if each employee were to select the plan in

¹ Eligible participants include the employee, the employee's legal spouse, and the employee's unmarried children to age 26 if they meet the requirements as defined and provided for in the respective plan documents.

Section A (3) above. If the actual cost exceeds the allowed cost, the Employer's total cost will be adjusted to comply with the Act by first reducing the employer's contributions to the HSA referenced to in Section A (3) until they are eliminated and then, if necessary, adding an employee payment for the cost of the plan in Section A (3) above until the calculation is brought into compliance with Section 3 of the Act. The employee's payment on the plans in Section 1 and 2 will be adjusted to make the Employer's net cost match the cost for the plan in Section A (3) above.

The illustrated premium costs of the foregoing plans are subject to adjustment each calendar year (typically in January of each year). Prior to implementing each such adjustment, the Employer will inform employees of the adjustment and provide an open enrollment period during which time employees will be permitted to change their coverage selections.

B. Employees Hired On Or After August 15, 2011. Each regular full-time employee hired on or after August 15, 2011, who desires health care benefits through the Employer shall be provided the PP0(90/10) Plan or the Flexible Blue PP0 High Deductible Health Care Plan, with a Health Savings Account. The two plans shall be as described in Section 1.1 (A) above with the following exceptions; 1) those employees choosing the PP0 (90/10) Plan shall be required to contribute 20% of the illustrated premium cost of such Plan or the cost calculated in Section 1.1 A (4), whichever results in the greater employee payment. Those employees choosing the Flexible Blue PP0 High Deductible Health Care Plan, with a Health Savings Account shall be required to pay the full amount of the annual deductible and any amount by which the annual premium exceeds the Employer's total costs as calculated in Section 1.1 A (4). The Employer shall not contribute to the employee's HSA.

1.2. Spousal Coverage Limitations. Notwithstanding any other provision of this Agreement to the contrary, if a regular full-time employee's spouse works for an employer, other than the City of Monroe, who provides medical coverage, such spouse shall be required to elect employee only medical coverage through his own employer, so long as the spouse's monthly contribution to the premium does not exceed one-third (1/3) of the total premium cost of employee only coverage. In such circumstance, the Employer (i.e. the City of Monroe) shall provide secondary coverage. If the spouse's contribution exceeds one-third (1/3) of the total cost of employee only coverage, the spouse will not be required to participate in his employer's plan, in which event the Employer (i.e. the City of Monroe) will provide primary coverage.

To be eligible for health care benefits as provided above, an employee must document all coverage provided to him/her under his spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense.

1.3. Additional Limitations on Coverage. Coverage under the above plans is subject to the terms, conditions, exclusions, limitations, deductibles, illustrated premium co-payments and other provisions of such plans, and all applicable provisions of the Internal Revenue Code and related regulations.

Subject to insurance carrier underwriting requirements and approval, and except as otherwise provided in Article XIII, Leaves of Absence, Section 3, Family and Medical Leave, when on an authorized unpaid leave of absence the employee will be permitted to continue his participation in the Employer's health care plans for the period he or she is not on the active payroll. Employees electing to continue such coverage shall pay the full cost of such continued coverage. Upon return from a leave of absence, an employee's health care coverage shall be reinstated commencing with the employee's return.

Except as otherwise expressly provided in this Agreement, an employee's health care benefits shall terminate at the end of the month in which the employee goes on a leave of absence, terminates, or is laid off. An employee who is on layoff or who terminates may elect to continue the health care coverage herein provided at his own expense as provided under COBRA.

To be eligible for health care benefits, an employee must document all coverage provided under his/her spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense.

The provisions provided herein supersede and cancel all prior agreements between the parties related to health care benefits for active employees, their spouses and eligible dependents.

The Employer reserves the right to change the carrier(s), plan(s), and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above. The Employer shall inform the Association of such changes prior to their becoming effective.

Section 2. Health Care Waiver Incentives.

A. Total Waiver of Health Care Coverage

1. Employees who have health care benefits provided through a source other than the City of Monroe may waive their rights to health care benefits provided by the Employer under this Agreement. An employee who expressly waives, in writing, all rights to any health care benefits provided through the City of Monroe, including health care benefits provided through a spouse employed by the City, will receive a cash payment (not to be added to base salary) of \$1,000 per year, payable in December of each calendar

year. Any employee who has not participated in the plan less than a full calendar year shall receive a prorated amount of such \$1,000 payment.

2. An employee who has waived coverage as hereinabove provided may have such coverage reinstated, provided he/she demonstrates that he/she can no longer receive such benefits from another source.

B. Waiver of Coverage for Employee's Spouse and Dependent Children Only

1. Any employee whose spouse and eligible dependent children can secure health care coverage from a source other than the City of Monroe may waive all coverage for said spouse and and/or dependent children.
2. An employee who waives all health care coverage for only his/her spouse will receive a cash payment of \$500 per year, payable in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$500 payment.
3. An employee who has waived all coverage for his/her spouse and all dependent children will receive a cash payment of \$750 per year, payable in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$750 payment.
4. An employee who has waived health care benefits coverage under the Employer's plan for his spouse and dependent children may apply to have such benefits reinstated, provided he demonstrates that his spouse can no longer receive such benefits from another source.

Section 3. Dental Care Benefits. The City shall also provide a dental plan for employees and their dependents. Plan basics include: No deductible plan; 50-50 payment for all classes; \$1,500.00 orthodontics, lifetime maximum; \$800.00 maximum benefit, every contract year. The plan is administered and provided by Delta Dental. The following Class I, benefits which will be referred to as Class IA, shall be increased to 100% coverage:

- Diagnostic and Preventative Services: Oral Examinations, Cleanings, and Fluoride Solution

- Emergency Palliative: Temporarily Alleviate Pain and Discomfort
- Radiographs: x-ray's

The remainder of Class I to be Class IB covering: Oral Surgery, Restorative and Endodontics shall remain at 50% coverage

In the case of retired employees, each retiree shall sign annually an affidavit that he or she is not employed full-time. Failure to report such or falsify such records, the retiree shall forfeit the above mentioned benefits.

Section 4. Life Insurance. The City of Monroe will provide life insurance in an amount equal to the employee's annual salary, rounded down to the nearest \$1,000, to a maximum of \$49,999, to each employee. The coverage's are doubled in the event of accidental death.

ARTICLE XV RETIREMENT AND RETIREE HEALTH CARE

Section 1. Retirement.

A. Employees Hired On or Before June 30, 2008.

(1) General. Subject to the terms and conditions hereinafter provided, the Employer agrees to maintain the City of Monroe Employees' Defined Benefit Retirement Plan now in effect for all employees covered by this Agreement who were hired on or before June 30, 2008, and are present participants in the Plan.

Employees in the Defined Benefit Plan shall contribute five and one-half percent (5.5%) of their total earnings to the Plan. No employee contributions will be required after 30.2 years of service.

An employee participating in this Plan will be eligible for normal retirement upon attaining age 50 or older with 25 or more years of credited service, age 55 or older with 10 or more years of credited service, or age 60 or older with 5 years of credited service.

The monthly benefit formula for employees in this Plan who elect to retire shall be 2.65% of the employee's final average compensation multiplied by his years of credited service up to a maximum of 30.2 years of credited service, and capped at 80% of final average compensation. Final average compensation shall be the average of the highest three (3) years of the employee's compensation during the last 10 years of his employment. Final average compensation shall be frozen after 30.2 years of service. Final average compensation shall include base salary, longevity pay, food reimbursement, holiday pay, the value of eighteen (18) sick days, and overtime pay (commencing January 1,

2012, the calculation of final average compensation based on earnings shall not include more than 200 hours per year of overtime compensation at the employee's forty (40) hour rate). Except as above provided, final average compensation shall not include any unused vacation, sick leave, and any other payments not expressly referenced above as being included in final average compensation.

(2) Cost of Living Adjustments. An employee participating in this Plan who was hired on or before September 14, 2004, shall also receive an annual three percent (3%) cost-of-living adjustment, commencing on the completion of one year of retirement during which he has been receiving monthly benefits. The post-retirement escalator will also be fixed at 3% for employees hired after September 14, 2004, and prior to July 1, 2008. Cost-of-living adjustments shall not be compounded.

(3) Annuity Withdrawals. Employees hired prior to January 1, 1993, are eligible at the time of their retirement, to elect annuity withdrawal. Employees who elect annuity withdrawal are not eligible for health care coverage for their dependent children upon retirement. Employees hired on or after January 1, 1993, are not eligible to elect annuity withdrawal.

Employees hired prior to January 1, 1993 who are retiring pursuant to Sections 11, 12, or 13 of Ordinance No. 81-010 may elect to receive a refund of all or part of their accumulated contributions. Except as provided in the next sentence, these contributions shall be paid to the member at the later of:

1. The effective date of retirement.
2. The effective date of benefit commencement.
3. Satisfaction of the age and service conditions for voluntary retirement as specified in Section 11B of the Ordinance.

In the event more than three (3) members exercise this option during a calendar quarter, payments of such contributions may be made in installments according to such rules and regulations as the Retirement Board may from time to time adopt.

The straight life allowance of a member who withdraws contributions under the provisions of this Agreement shall be reduced. The reduction shall be calculated using the same interest and mortality assumptions as the Retirement Board shall adopt for use in the calculation of option factors. The interest and mortality assumptions shall be those in effect on December 31 preceding the effective date of retirement. The retirement allowance shall be further reduced if one of the optional forms of payment is elected.

This provision applies only to contributions made on account of employment with the Employer. Contributions, if any, applied to the purchase of military service or to service under another retirement system may not be withdrawn under this provision.

B. Employees Hired On or After July 1, 2008

(1) General. Subject to the terms and conditions hereinafter provided, employees hired on or after July 1, 2008, shall also participate in the City of Monroe Employees' Defined Benefit Retirement Plan now in effect. Such employees shall contribute five and one-half percent (5.5%) of their total earnings to the Plan. No employee contributions will be required after 37.2 years of service.

An employee participating in this Plan will be eligible for normal retirement upon attaining age 55 or older with 10 or more years of credited service, or age 60 or older with 5 or more years of credited service.

The monthly benefit for employees hired on or after July 1, 2008, who elect to retire under this Plan, shall be determined by taking the employee's credited service and multiplying it by 2.0% of the employee's final average compensation for the first fifteen (15) years of credited service and 2.25% for each year of credited service thereafter.

Final average compensation shall be the average of the highest three (3) years of the employee's compensation during the last 10 years of his employment. Final average compensation shall be frozen after 37.2 years of service and capped at 80%. Final average compensation shall only include base salary.

(2) Cost of Living Adjustments. An employee participating in this Plan hired on or after July 1, 2008, shall also receive an annual cost-of-living adjustment of 2% or the annual rate of increase in the Consumer Price Index (All Items, Urban Consumers as published by the United States Department of Commerce) for the calendar year preceding January 1 on which the COLA would be applied, whichever is lower, commencing on the completion of one year of retirement during which he has been receiving monthly benefits.

Section 2. Retiree Health Care.

A. Employees Hired On or Before June 30, 2008.

(1) General. Subject to the requirements hereinafter provided, regular full-time employees hired on or before June 30, 2008, who sever employment for purposes of immediate retirement and, concurrent therewith, commence receiving benefit payments under the City of Monroe Employees' Retirement System referenced in Section 1.A. above, shall be eligible for health care benefits for himself, his spouse and, except for those who elect annuity withdrawal as provided in Section 1.A. (3) above, his eligible dependents.¹

¹ "Spouse" means an employee's spouse by legal marriage at the time of the employee's retirement, and provided that the marriage status exists at the time expenses for medical claims under this Agreement are incurred. A retiree who remarries after the effective date of his retirement is not eligible to add a new spouse for healthcare benefits under this Agreement. A spouse who is covered under this Agreement at the time of a retiree's

Until the retiree and/or his spouse becomes eligible for Medicare, the healthcare benefit plans to be provided under this provision shall be the same as those the Employer provides its active employees. For each year of credited service² (up to a maximum of 25 years credited service), the Employer will pay an amount equal to 4% of its share of the illustrated premium cost of coverage of the Plan selected by the retiree³ and, where applicable, his eligible spouse and dependents.⁴ Retirees, and, where applicable, his eligible spouse and dependents shall pay the remaining portion of all costs, if any, of the plan selected. The retiree's and, where applicable, spouse's and dependent's contributions, shall be made through automatic withholding from his monthly pension benefits.

To receive health care benefits under this Agreement, the retiree and, where applicable, the retiree's spouse and/or eligible dependents must timely pay all applicable monthly premiums and, when eligible, enroll and thereafter maintain his participation in Medicare Part B benefits. The retiree and, where applicable, the retiree's spouse and/or eligible dependent(s), shall be responsible for all associated costs of Medicare Part B enrollment and participation.

When the retiree and his spouse become eligible for Medicare Part B benefits the Employer shall provide the retiree and/or his spouse Blue Cross Supplemental Plan benefits, which Plan shall have the same prescription drug benefits the Employer thereafter provides its active employees.⁵ The Employer will pay the same percentage share of the cost of such Blue Cross Supplemental and prescription drug benefits for

death may continue to participate in the benefits provided under this Agreement as long as the spouse receives the retiree's survivor payments under the Retirement System. If the spouse of a retiree remarries after the retiree's death, his new spouse is not eligible to receive healthcare benefits under this Agreement.

"Dependent" means unmarried dependent children to age 26 if they meet the requirements as defined and provided for in the respective plan document.

² For purposes of this provision, credited service shall be as defined under the City of Monroe Employees' Defined Benefit Retirement Plan.

³ Notwithstanding the foregoing, duty disability retirees (and their eligible spouses) shall be entitled to an Employer contribution in an amount equal to 100% of its share of the illustrated premium cost of coverage under the Health Care Plan selected by the employee if he is disabled by a qualifying action. The eligible spouses of employees who are killed in the line of duty as a result of a qualifying action shall also be entitled to an Employer contribution in an amount equal to 100% of its share of the illustrated premium cost of coverage of the Plan selected by the retiree and, where applicable, his eligible spouse and dependents. A qualifying action shall consist of any activity which results in an employee's death or injury while in the line of duty.

⁴ For that period preceding eligibility for Medicare, the Employer's contribution, in combination with any state or federal subsidy, on behalf of a retiree (including his eligible spouse and dependents) with 25 or more years of service shall not be less than what it would have been required to contribute toward the illustrated premium cost of coverage for the retiree and his eligible spouse and dependents, whatever may be applicable, under the health care plan requiring the lowest Employer contribution at the time the retiree commenced his retirement. The Employer's minimum contribution on behalf of retirees (including his eligible spouse and dependents) with less than 25 years of credited service shall be determined by multiplying that percentage of premium to which the retiree is entitled based upon his credited service by the illustrated premium cost of coverage for the retiree and his eligible spouse and dependents, whatever may be applicable, under the health care plan requiring the lowest Employer contribution at the time the retiree commenced his retirement.

⁵ Retirees and/or their eligible spouses who do not meet the eligibility requirement for Medicare benefits shall continue to receive the health care benefits for which they are otherwise eligible under this Agreement.

eligible retirees, spouses and dependents as it would have paid for coverage under the health care plan requiring the lowest Employer contribution prior to the retiree and his spouse becoming entitled to Medicare. Retirees shall pay the remaining portion of such costs, if any, through automatic withholding from their monthly pension benefits.

The Employer hereby expressly and unqualifiedly reserves the right to change benefits from time to time for the retiree, his spouse and dependents, to reflect the changes in coverage the Employer provides its active employees.

(2) Enrollment for Retiree Benefits. Enrollment for coverage shall be made on forms provided by and filed with the Employer. In connection with his enrollment for coverage, a retiree shall furnish all pertinent information requested by the Employer including, but not limited, the names, relationships and birth dates of the retiree's spouse and dependents. The Employer may rely upon all such forms and information furnished.

(3) Required Annual Reporting. Each retiree shall annually provide the Employer's Human Resources Department with a signed affidavit indicating whether or not he and his spouse are employed and/or receiving health care benefits through another source. Retiree's (or upon the death of the retiree, the retiree's eligible spouse) who fail to report such employment and/or receipt of health care benefits from another source, or falsify such affidavit, shall forfeit all health care benefits under this Agreement for himself and his spouse and dependents.

(4) Coordination of Benefits. To receive health care benefits under this Agreement, retirees and spouses must cooperate in the coordination of coverage to limit the Employer's expense in accordance with applicable law.

If an expense is paid by the Employer on behalf of a retiree or a retiree's spouse, and such expense subsequently is paid from any other source, in whole or in part, the retiree or spouse shall assist the Employer in recovering an amount equal to the duplicated benefit. In addition, the Employer may reimburse any other health care plan, person or entity that has paid an expense on behalf of a retiree or spouse that is an expense payable under this Agreement. In such event, the Employer shall be relieved of all further responsibility with respect to that expense.

(5) Post Retirement Employment. In the event a retiree obtains employment following his retirement from the Employer and is provided health care benefits through that employment, the Employer shall not provide coverage while the retiree is so employed. Upon termination of subsequent employment, the retiree, after giving notice to the Employer, shall be eligible to receive the health care benefits provided under this Agreement.

(6) Termination of Benefits. Notwithstanding the foregoing, if the retiree is employed long enough to obtain retiree health benefits through another employer and

such benefits are equal to or greater than those provided to the retiree by the Employer, the Employer shall have no further obligation to provide health care benefits to the retiree, his spouse or dependents under this Agreement.

Further, except as otherwise provided herein, health care benefits provided under this Agreement shall terminate on the earliest of:

- non-payment of any required contributions to the Employer;
- the death of the retiree or any eligible spouse or dependent(s) of the retiree;
- the loss of spouse or dependent status; or
- failure to enroll for and maintain Part B Medicare Benefits upon reaching Social Security Normal Retirement Age, if the retiree or his eligible spouse is eligible for such benefits.

(7) Retiree Health Care Fund. Effective January 1, 2013, employees hired on or before June 30, 2008, shall contribute 3% of the average annualized base wages of all regular full-time employees of the City to the City's Retiree Health Care Fund, which amount shall be calculated based upon the wages paid on June 30 of each year. (Note: Once this amount is determined it shall not later be adjusted to account for changes in the workforce or compensation preceding the next following June 30.) The employee's contribution shall be paid through automatic payroll withholdings in 26 equal biweekly increments during the 12 month period commencing July 1 extending through and including the following June 30. If the employee quits or leaves City employment for any reason and is ineligible for retiree health care benefits, the employee shall be refunded the amount he contributed to the Retiree Health Care Fund. Interest will be credited in the same manner as employee contributions to the pension fund.

B. Employees Hired On or After July 1, 2008

All employees hired on or after July 1, 2008, are expressly excluded from health care coverage provided in Section 2.A. above.

All employees hired on or after July 1, 2008, shall participate in the MERS Health Care Savings Plan established by the Employer. All covered employees and the Employer shall contribute to the Plan. Employees employed from July 1 and June 30 of each year shall contribute 3% of the average annualized base wages of all regular full-time employees of the City of Monroe, which amount shall be calculated based upon the wages paid on June 30 of each year. (Note: Once this amount is determined it shall not later be adjusted to account for changes in the workforce or compensation preceding the next following June 30.) The employee's contribution shall be paid through automatic

payroll withholdings in 26 equal biweekly increments during the 12 month period commencing July 1 extending through and including the following June 30. The Employer shall contribute an equal amount to the Plan on behalf of each employee concurrent with the employee's contribution. Employee's employed less than a full 12 month period extending from July 1 – June 30 shall make prorated contributions. Such contributions shall be payable during the period of the employees actual employment in biweekly increments equal to 1/26th of the maximum amount subject to contribution by individuals employed the entire 12 month period.

All employees hired on or before June 30, 2008, are expressly excluded from participation in the MERS Health Care Savings Plan established by the Employer as herein provided.

ARTICLE XVI CLOTHING AND EQUIPMENT ALLOWANCE

Section 1. The Employer shall furnish to each member all protective turnout gear (including but not limited to boots, bunker pants, coats, helmets, gloves, flashlights with batteries, and uniforms required by the employer) needed in the course of performing their regular duties upon initial appointment to the Department, and on an as-needed basis thereafter.

Section 2. The Employer shall provide each employee the following uniform items at the time of his initial appointment:

- (1) dress uniform;
- (2) pair navy blue pants;
- (2) polo shirts;
- (1) duty sweatshirt;
- (1) black belt; and
- (1) winter coat.

The employee is responsible for the cleaning and replacement of each of these items throughout his employment, with the exception of those items that are damaged in the course of performing an employee's assigned job duties which will be replaced by the Employer.

Section 3. Employees may launder work uniforms while on duty using the Employer's washer and dryer.

Section 4. The Employer agrees to establish an account from which each employee may charge up to \$650 per year, for dry cleaning, the replacement of any items referenced in Section 2 above that are worn out, lost, misplaced, or stolen, the purchase of uniform accessories, e.g. baseball style caps, t-shirts, gloves, sweatshirts, and shoes that

are in compliance with the City's uniform policy. Purchases shall be made from Superior or such other vendor(s) as may be approved from time to time by the City.

ARTICLE XVII REDUCTION IN FORCE

If for any reason of economy, it shall be deemed necessary by the City to reduce the number of paid members of the Fire Department, affected members will receive at least sixty (60) days notice prior to such reduction of force. Prior to the last day worked, said employee will be advised of any accrued monetary benefits payable upon termination. The City of Monroe shall follow the following procedure:

Such removals shall be accomplished by laying-off in numerical order commencing with the last man appointed to the Fire Department, all recent appointees to the Fire Department until such reductions have been accomplished; provided, further, however, that in the event the Fire Department shall again be increased in numbers to the strength existing prior to such reductions of members, the said Firemen laid-off last under the terms of this Act shall be first reinstated before any new appointments to the Fire Department shall be made.

ARTICLE XVIII INTRA DEPARTMENTAL PROMOTIONS

Section 1. Written Examination. EMPCO, Inc. shall provide those testing services deemed necessary, and shall forward final results of their sections to the Director of Human Resources, City of Monroe. The Director of Human Resources shall be responsible for notifying applicants of their test scores promptly thereafter. Any applicant not able to pass said exam with a score of eighty percent (80%) or better shall be disqualified and shall not be eligible to complete the process for the position sought.

Section 2. Promotional Criteria.

- A. For the positions of Mechanic and Lieutenant/Inspector - Eighty percent (80%) of the examination standard score must be attained in order to pass the exam. Of the applicants that pass the exam, time in grade will be used to determine the final ranking of candidates.
- B. The examination for the rank of Captain and Chief of Fire will be facilitated through use of an Assessment Center form of evaluation. The candidates will be rated in order of their individual performance on the exam with the promotional opportunity being extended in accordance with the rating.

Section 3. The eligibility list must be certified by the Monroe Civil Service Commission and subject to their rights under P.A. # 78 as amended.

Section 4. All questions on promotional matters not covered by this contract should be addressed by Public Act 78 of 1935 as amended.

Section 5. Tie Breaking. In the event of a composite score tie, the tie will be settled in the following manner:

- A. The employee with more time in grade will prevail.
- B. If still tied, the employee with the most Fire Department service will prevail.

Section 6. Retesting. In the event that no one achieves a score of eighty percent (80%) or better on the written examination, the test will be re-administered in the following sequential order including in addition to those persons previously eligible:

- A. All persons holding the next lower rank to the position being tested for who do not have two (2) years time in grade but have completed their probationary periods.
- B. All persons holding the next lower rank to the position being tested for who do not have two (2) years time in grade.
- C. All person's two (2) grades below the position being tested for, who have two (2) years time in grade.
- D. Repeat steps A, B, and C above for subsequent ranks below that which is being tested for.

Section 7. Maintenance of Eligibility Lists. The City in accordance with Public Act 78, will maintain current eligibility lists for the positions above the rank of Firefighter. Posting for such examinations will take place after an employee submits his application for retirement to the Retirement Board. The written exam shall/will be given within thirty (30) days of the application approved by the Retirement Board.

The Civil Service Commission will be provided with the results at a special meeting to certify the results no later than twenty one (21) days, in the event that no regular meeting is not scheduled.

Section 8. Temporary Appointments. In the event that a position is to be filled and no current eligibility list is available, it shall be filled in the following manner:

A. The senior most person in grade, below the position to be filled, will be offered the position with full rights of refusal. In the event of such refusal, the next senior person(s) in grade will be offered the position until it is filled.

B. Temporary positions shall be made fifteen (15) days after the positions is vacated and shall be for a period of no more than (6) six months or until a permanent appointment can be made, whichever occurs first.

Section 9. Voluntary Reduction in Grade. When an employee volunteers for a reduction in grade, the employee would forfeit all benefits of their previously held position and assume the benefits of their newly assumed position including, but not limited to; wages, promotional opportunities, duties, and responsibilities. In the event that there is an excess of people in a position at the level of reduction requested, the employee would assume the next lower grade. However, this would only be done after the vacated position is filled through the promotion process. The intent is that you cannot bump a person below you, but must fill a vacancy created by your regress in rank.

Section 10. Involuntary Reduction in Grade.

In the event of an involuntary reduction in grade, the employee would have the right to fill the next vacancy in their previously held position. Said employee shall also maintain their seniority rights and accrual as well as promotional opportunities in the position previously held. The creation of eligibility lists, as outlined in Section 8, will cease until all persons involuntarily reduced in grade have regained their previously held position. Should the involuntary grade reduction be through disciplinary action, the procedures in this provision will apply.

ARTICLE XIX
ASSIGNMENTS

Section 1. Shift Vacancies. When a shift vacancy occurs in the fire fighting rank, the Chief of Fire or his designee shall call eligible employees for the position based on seniority. The vacancy will be filled by the most senior employee accepting the vacancy bid (See Standard Operating Guideline No. 1235 as amended 12/20/2011). It is understood that this is a voluntary shift transfer. This list will be active until all vacancies are filled due to this posting. In the event that no one bids and it becomes necessary to transfer personnel, the employee having the least department seniority, including new hires, will be transferred. Permanent shift assignment(s) of new hires will not occur until all permanent assignments are completed.

Section 2. Shift Transfers. Whenever a shift transfer takes place, it will be arranged so that the person(s) making the shift change will not be required to work any more days in the month of the transfer than they would have had there been no transfer (See Standard Operating Guideline No. 1235 as amended 12/20/2011).

When a shift transfer takes place after the annual time off selection period, the person(s) required to transfer (for any reason) will be allowed to have first opportunity to select any days vacated by the employee who he is replacing, and any days open at the time of the transfer, that do not create an overtime situation. Employees who are promoted and placed on another shift, or involuntarily transferred to another shift by the Chief of Fire, may with the approval of the Chief of Fire be allowed to select one (1) vacation cycle and one (1) personal day necessitating overtime to avoid the loss of prepaid travel expenses exceeding \$1,000, or other significant hardship.

All department seniority issues not specifically mentioned in the section shall remain unaffected.

Maintenance and inspection personnel shall be afforded the opportunity to use their department seniority and fill the vacancies created in one of the city's satellite fire stations on Saturdays, Sundays and Holidays.

When shift vacancy occurs, officers on alternate shifts will be offered the opportunity to fill the vacancy of like rank. Officer time in grade shall be utilized to fill the vacancy. Probationary officers moving into a rank will be assigned by the Chief of Fire.

ARTICLE XX MAINTENANCE OF CONDITIONS

Section 1. Wages, hours and conditions of employment in affect at the execution of this Agreement, and not specifically mentioned herein, shall be maintained during the term of this Agreement.

Section 2. The City will make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or otherwise.

Section 3. This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the City, appropriate City amendatory or other action shall be taken to render such ordinance or resolution compatible with this Agreement.

Section 4. It is specifically recognized that each employee shall not be limited from gainful employment during their off-duty hours as long as said employment does not affect the performance of their firefighting duties.

Section 5. Conditions not listed in this Agreement are covered by the provisions of Act 78 of Public Acts of 1935, as amended, effective May 24, 1935.

ARTICLE XXI
JOINT HEALTH AND SAFETY ADVISORY COMMITTEE

There shall be established a Joint Health and Safety Advisory Committee of the Monroe Fire Department. The committee will be composed of four (4) persons with (2) two persons each being selected by the Chief of Fire and the President of Local 326, IAFF. A chairperson shall be selected by the committee.

Meetings shall be conducted no less than (6) six times per year to address health and safety issues. A schedule shall be prepared and approved by the committee members. Special meetings may be called by joint agreement of the committee members, upon the request of any member. A quorum of three (3) committee members shall be necessary to meet and conduct business. Committee members will be permitted to attend these meetings without diminution of pay. A written agenda shall be provided by the chairperson or his designee at least one (1) week in advance of any meeting.

The committee shall address the following:

- A. Review all reports of job related accidents, deaths and injuries, making recommendations to the Chief of Fire and the Director of Public Safety (if any) to prevent future occurrences;
- B. Develop annual reports on accident and injury occurrences; To facilitate the committee's work, all records of job related accidents, injuries and deaths will be made available to the committee upon request.
- C. Monitor facilities, apparatus, equipment, and employees for unsafe conditions or practices, bringing said findings to the attention of the employee(s) involved, the Chief of Fire and the Director of Public Safety (if any);
- D. Promote safety for all Fire Department employees;
- E. View specifications for safety apparel or equipment, making recommendations to the Chief of Fire;
- F. Review department rules, regulations, policies and procedures, making recommendations to the Chief of Fire for additions or changes that promote safety;
- G. Make recommendations on the purchase of safety equipment and in the event that a hazardous materials unit is created, recommendations on specialized protective clothing and equipment.

The committee shall forward all minutes of meetings and recommendations to the Chief of Fire and the Director of Public Safety (if any) in writing. The committee findings

and recommendations shall be advisory and not constitute any limitation on the managerial prerogatives of the Chief of Fire, the Director of Public Safety (if any) or his designee or the City of Monroe. The Director Public Safety (if any) or Chief of Fire shall respond to committee recommendations within a timely manner, stating his reasons for adopting or rejecting them.

Nothing in this provision relieves the City of health and safety responsibilities for its employees nor does the Association assume such responsibilities.

ARTICLE XXII GENERAL

Section 1. Training. Training, other than designated night training, will be performed from 9:00 a.m. to 5:00 p.m., with a break for lunch. There will be no extra details on Sundays or Holidays. Further, no outdoors training, other than ice training will be performed when the temperature is above 80 degrees or below 32 degrees.

Section 2. Special Details. Employees shall not be required to care for station lawns.

Section 3. Lieutenant/Inspectors. Lieutenant/Inspectors shall continue to perform their normal and regular responsibilities for fire suppression and serve as members of a Fire Inspection Division, performing inspections and other duties formerly performed by the Fire Marshall. The Chief of Fire shall function as the Coordinator of the Fire Inspection Division.

Section 4. Outside Employment. Because of employee burnout, bloodborne pathogens, airborne pathogens, and related stresses, employees shall be precluded from working on their off-duty time for any other EMS, ambulance, rescue, hospital, clinic or health care facility in the capacity of a health care worker, unless specific written approval is granted by the Director of Public Safety. Approval or disapproval may be changed at the Director's discretion with a 45 calendar day notice. If there is no Director of Public Safety, the Chief of Fire shall make such determinations.

Section 5. Prohibition of Off-Duty Employment as a Fire Fighter. Employees covered by this Agreement are prohibited from performing fire fighting duties for any other public entity operating a paid or volunteer fire department other than the City of Monroe except as an employee of the City of Monroe under the terms of the Mutual Aide Agreement. Employees who violate this section may be subject to discipline up to and including discharge.

Section 6. General Liability Insurance. The City shall provide full insurance protection for all employees indemnifying them from any liability arising out of or in the course of their employment and in the performance of their duties and pay the premiums thereon.

Section 7. Residency.

A. All current and future employees are required to reside within twenty (20) miles of the nearest boundary of the City of Monroe.

B. New hires shall have one (1) year after the employee's probationary period ends to become residents and reside within the residency area designated in subsection A above.

C. Notwithstanding the above provision, the Employer agrees to hold the 20 mile residency requirement in abeyance for a period of one year following final resolution of DTE's appeal of the 2018 property assessment on its coal fired power plant that is predominantly located in Monroe, Michigan.

Section 8. Tuition Reimbursement. Employees covered by this Agreement are eligible for Tuition Reimbursement as outlined below. All previous tuition reimbursement programs, forms and conditions will be null and void upon the ratification of the Agreement between the parties.

A. Off-the-Job Training. Employees who desire to pursue education during non-working hours, the following procedures shall apply:

1. The employee must obtain approval from the Chief of Fire and Director of Human Resources or their designee well in advance of enrollment in classes, i.e., school. A written request detailing courses or subject areas shall be accompanied by a signed tuition reimbursement agreement form. Upon approval of the curriculum or course of study, notification will be sent to the employee.

2. Education must be obtained at an approved or accredited college, university, secondary school, institute, school, or correspondence course.

3. The employee must receive the following passing grade or grades for the percentage of tuition reimbursement:

- a. Undergraduate level – A or B = 100%; C = 90%; D or below, including drop or withdrawal = no reimbursement.

- b. Graduate level – A = 100%; B = 90%; C or below = not reimbursable.

4. Upon completion of the course or semester, the employee shall then submit an original or copy of his or her official grade(s) along with their tuition receipt of payment to the Human Resources Department. The Human Resources Department will then process the request and the employee will receive reimbursement. In order to receive reimbursement, an employee must complete the class or semester and

submit a passing grade. No reimbursement shall be made for withdrawal or dropped classes previously approved.

B. Seminars - Work Related. An employee who attends a fire related seminar or instruction session will suffer no loss in pay for attending such classes. The fees related to registration or enrollment will be paid by the Fire Department. Any additional or reasonable expenses will be reimbursed according to Department or City policy. It is understood that the above costs are subject to budget limitations and with the approval of the Chief of Fire.

C. It is mutually understood and agreed that any employee who voluntarily leaves City employ to take a new position elsewhere shall re-pay the sums reimbursed within the twelve (12) month period immediately preceding the last day of employment. (This language in Item C is the basis for the tuition reimbursement form being signed by the employee.)

Section 9. Paramedic Licensure. A Paramedic license meeting the requirements defined by the Monroe County Medical Control Authority shall be a condition of continued employment for all employees. The City shall continue to provide in-house continuing education training classes to maintain licensure in accordance with the Monroe County Medical Control.

Employees must provide evidence of current licensure to the Chief of Fire or his assigned representative annually and at such other times as requested. All employees are responsible for meeting requirements and maintaining licensure requirements as a Paramedic.

The EMS Instructor Coordinator shall be excused to attend two of the three weekend seminars annually offered by the Michigan Department of Public Health to maintain his/her licensure as EMS Instructor Coordinator. The Chief shall have the authority to choose the employee to fill the positions of EMS and Fire Instructor Coordinator. The position of EMS Instructor Coordinator shall be a voluntary position. It is further understood that there shall be only one (1) EMS and one (1) Fire Instructor Coordinator. The EMS and Fire Instructor Coordinator shall have \$500 added to their annual base salary for such periods as they serve as a Coordinator.

In those cases where an employee has lost his license or credentialing for reasons beyond his control, the City shall grant an employee a period of up to thirty (30) days to secure such license and/or credentials. The City will provide remedial training and work with the Monroe County Medical Control to assist with credentialing.

Section 10. Americans With Disabilities Act (ADA). The Association and the Employer recognize that the Americans With Disabilities Act (ADA) requires the Employer to make reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless such accommodation would impose an undue hardship on the operation of the Employer. In the

event that any provision of this Agreement would be violated by such a reasonable accommodation, the Association and the Employer agree to meet and negotiate with respect to that matter only.

Section 11. Promotion of Chief of Fire. An employee promoted to the position of Chief of Fire shall maintain a right to return to the bargaining unit during the six-month probationary period as Chief of Fire. During the six-month probationary period the employee shall not pay union dues. In the event the employee returns to the bargaining unit prior to his non-probationary appointment, dues accrued but unpaid during the six month probationary period shall be remitted to the Association. In that event the employee shall be credited with accrued seniority during the probationary period. The employee shall have the right to return to the position formerly occupied. If necessary that position will be made available by "bumping" employees who may have been reassigned during the probationary period.

In the event the employee is appointed to the position of Chief of Fire, accrued seniority shall be frozen effective the first date worked in the position of Chief of Fire. In the event of future demotion (either voluntary or initiated by the City), the employee shall be placed on the four year firefighter level.

ARTICLE XXIII SAVINGS CLAUSE

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of court of competent jurisdiction, Michigan Employment Relations Commission or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement.

The parties, thereby, shall enter into immediate collective bargaining negotiations upon request either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXIV
DURATION

This Agreement shall be effective 12:01 a.m. on the 2nd day of July, and expiring 11:59 p.m. on the 30th day of June, 2020, provided, however, that all the provisions herein shall continue to operate unless notice of the termination or of desire to modify or change this Agreement is given in writing by either party at least sixty (60) days before the expiration date.

The parties, in recognition of the fact that vital services are involved, agree that this Contract shall remain in full force and effect until a new contract is negotiated, signed and ratified by the parties hereto.

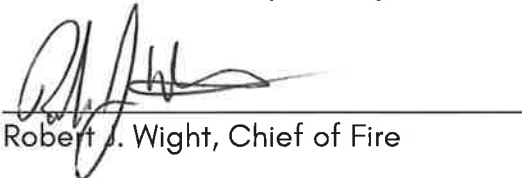
CITY OF MONROE



Robert E. Clark, Mayor



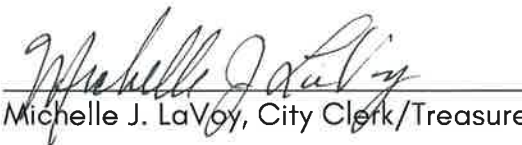
Vincent Pastue, City Manager



Robert J. Wight, Chief of Fire



Peggy A. Howard, Director of Human Resources Director



Michelle J. LaVoy, City Clerk/Treasurer

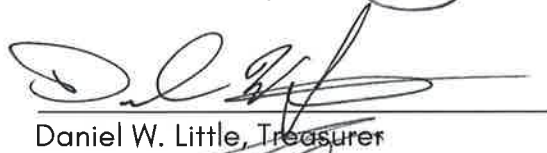
MONROE FIREFIGHTERS
ASSOCIATION, AFL-CIO,
LOCAL 326



Joseph M. Bentley, President



Richard S. Smiley, Vice President



Daniel W. Little, Treasurer



Frank D. Palumbo, Secretary

APPENDIX A – EMPLOYEES HIRED PRIOR TO SEPTEMBER 15, 2011
WAGE SCHEDULE
JULY 2, 2018 THROUGH JULY 1, 2019

FIREFIGHTER

	<u>Step</u>	<u>Daily Hourly Rate</u>	<u>Annually</u>
Start through 6 months	1	\$16.44	\$46,163.52
7 months through 12 months	2	\$17.07	\$47,932.56
13 months through 18 months	3	\$17.70	\$49,701.60
19 months through 24 months	4	\$18.20	\$51,105.60
25 months through 30 months	5	\$19.10	\$53,632.80
31 months through 36 months	6	\$19.89	\$55,851.12
37 months through 42 months	7	\$20.63	\$57,929.04
43 months through 48 months	8	\$21.48	\$60,315.84
49 months through 84 months	9	\$22.27	\$62,534.16
8 years	10	\$22.37	\$62,814.96
9 years	11	\$22.47	\$63,095.76
10 years	12	\$22.57	\$63,376.56
11 years	13	\$22.67	\$63,657.36
12 years	14	\$22.78	\$63,966.24

FIRE MECHANIC

Start through 6 months	1	\$23.60	\$66,268.80
7 months through 12 months	2	\$24.02	\$67,448.16
13 months and after	3	\$24.43	\$68,599.44

FIRE LIEUTENANT/INSPECTOR

Start through 6 months	1	\$23.81	\$66,858.48
7 months through 12 months	2	\$24.85	\$69,778.80
13 months and after	3	\$25.88	\$72,671.04

FIRE CAPTAIN

Start through 6 months	1	\$27.07	\$76,012.56
7 months and after.	2	\$28.26	\$79,354.08

APPENDIX A – EMPLOYEES HIRED PRIOR TO SEPTEMBER 15, 2011
WAGE SCHEDULE
JULY 2, 2019 THROUGH JULY 1, 2020

FIREFIGHTER

	<u>Step</u>	<u>Daily Hourly Rate</u>	<u>Annually</u>
Start through 6 months	1	\$16.77	\$47,086.79
7 months through 12 months	2	\$17.41	\$48,891.21
13 months through 18 months	3	\$18.05	\$50,695.63
19 months through 24 months	4	\$18.56	\$52,127.71
25 months through 30 months	5	\$19.48	\$54,705.46
31 months through 36 months	6	\$20.29	\$56,968.14
37 months through 42 months	7	\$21.04	\$59,087.62
43 months through 48 months	8	\$21.91	\$61,522.16
49 months through 84 months	9	\$22.72	\$63,784.84
8 years	10	\$22.82	\$64,071.26
9 years	11	\$22.92	\$64,357.68
10 years	12	\$23.02	\$64,644.09
11 years	13	\$23.12	\$64,930.51
12 years	14	\$23.24	\$65,245.56

FIRE MECHANIC

Start through 6 months	1	\$24.07	\$67,594.18
7 months through 12 months	2	\$24.50	\$68,797.12
13 months and after	3	\$24.92	\$69,971.43

FIRE LIEUTENANT/INSPECTOR

Start through 6 months	1	\$24.29	\$68,195.65
7 months through 12 months	2	\$25.35	\$71,174.38
13 months and after	3	\$26.40	\$74,124.46

FIRE CAPTAIN

Start through 6 months	1	\$27.61	\$77,532.81
months and after.	2	\$28.83	\$80,941.16

APPENDIX A – EMPLOYEES HIRED AFTER SEPTEMBER 14, 2011
WAGE SCHEDULE
JULY 2, 2018 THROUGH JULY 1, 2019

FIREFIGHTER

	<u>Step</u>	Daily Hourly Rate	Annually
Start through 6 months	1	\$15.77	\$44,282.16
7 months through 12 months	2	\$16.44	\$46,163.52
13 months through 18 months	3	\$17.12	\$48,072.96
19 months through 24 months	4	\$17.64	\$49,533.12
25 months through 30 months	5	\$18.59	\$52,200.72
31 months through 36 months	6	\$19.42	\$54,531.36
37 months through 42 months	7	\$20.22	\$56,777.76
43 months through 48 months	8	\$21.11	\$59,276.88
49 months through 84 months	9	\$21.96	\$61,663.68
8 years	10	\$22.06	\$61,944.48
9 years	11	\$22.16	\$62,225.28
10 years	12	\$22.28	\$62,562.24
11 years	13	\$22.39	\$62,871.12
12 years	14	\$22.49	\$63,151.92

FIRE MECHANIC

Start through 6 months	1	\$23.37	\$65,622.96
7 months through 12 months	2	\$23.81	\$66,858.48
13 months and after	3	\$24.25	\$68,094.00

FIRE LIEUTENANT/INSPECTOR

Start through 6 months	1	\$23.58	\$66,212.64
7 months through 12 months	2	\$24.69	\$69,329.52
13 months and after	3	\$25.79	\$72,418.32

FIRE CAPTAIN

Start through 6 months	1	\$27.05	\$75,956.40
7 months and after.	2	\$28.32	\$79,522.56

APPENDIX A - EMPLOYEES HIRED AFTER SEPTEMBER 14, 2011
WAGE SCHEDULE
JULY 2, 2019 THROUGH JULY 1, 2020

FIREFIGHTER

	<u>Step</u>	<u>Daily Hourly Rate</u>	<u>Annually</u>
Start through 6 months	1	\$16.09	\$45,180.72
7 months through 12 months	2	\$16.77	\$47,090.16
13 months through 18 months	3	\$17.46	\$49,027.68
19 months through 24 months	4	\$17.99	\$50,515.92
25 months through 30 months	5	\$18.96	\$53,239.68
31 months through 36 months	6	\$19.81	\$55,626.48
37 months through 42 months	7	\$20.62	\$57,900.96
43 months through 48 months	8	\$21.53	\$60,456.24
49 months through 84 months	9	\$22.40	\$62,899.20
8 years	10	\$22.50	\$63,180.00
9 years	11	\$22.60	\$63,460.80
10 years	12	\$22.73	\$63,825.84
11 years	13	\$22.84	\$64,134.72
12 years	14	\$22.94	\$64,415.52

FIRE MECHANIC

Start through 6 months	1	\$23.84	\$66,942.72
7 months through 12 months	2	\$24.29	\$68,206.32
13 months and after	3	\$24.74	\$69,469.92

FIRE LIEUTENANT/INSPECTOR

Start through 6 months	1	\$24.05	\$67,532.40
7 months through 12 months	2	\$25.18	\$70,705.44
13 months and after	3	\$26.31	\$73,878.48

FIRE CAPTAIN

Start through 6 months	1	\$27.59	\$77,472.72
7 months and after.	2	\$28.89	\$81,123.12

APPENDIX B
MEMORANDUM OF UNDERSTANDING

It is hereby agreed between the City of Monroe and the Monroe Firefighters Association, IAFF, Local 326, that the City may, at any time and at its discretion, waive or rescind the provisions of the City of Monroe Employees' Retirement Ordinance, Section 296.12 (b) 2, Compulsory Separation from Employment; Retirement, of its pension ordinance requiring the retirement of employees at age 60.

However, should the City elect to require the retirement of any employee eligible for retiree health care under Article XV, at age 60 and before the employee has attained 25 years of service, the Employer shall provide the retiree, and when eligible, his or her eligible spouse and dependents, with retiree health care benefits on the same terms and conditions as if the employee had acquired 25 years of credited service at the time of retirement.

Agreed to this 2nd day of July, 2018.

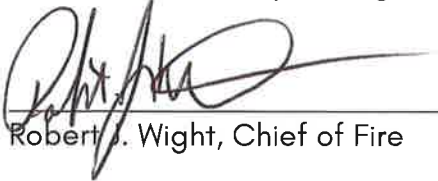
CITY OF MONROE



Robert E. Clark, Mayor



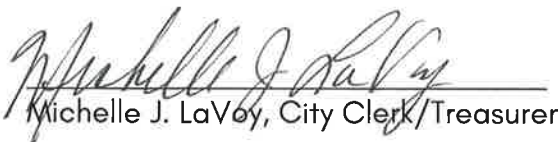
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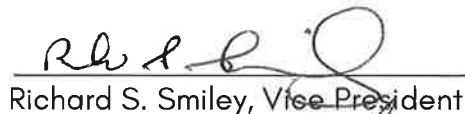


Michelle J. LaVoy, City Clerk/Treasurer

MONROE FIREFIGHTERS
ASSOCIATION, AFL-CIO,
LOCAL 326



Joseph M. Bentley, President



Richard S. Smiley, Vice President



Daniel W. Little, Treasurer



Frank D. Palumbo, Secretary

APPENDIX C
LETTER OF AGREEMENT


This letter will serve to confirm certain understandings reached in the recent negotiations between the City of Monroe and the Monroe Fire Fighters Association. During the 1979 negotiations, the parties mutually agreed to add a "Kelly Day" to avoid the additional payment of overtime under Michigan Public Act 604, Michigan Wages and Hours legislation. This letter is effective July 1, 1993 and supersedes any previous letter between the parties.


The parties have concluded to continue the present system of "Kelly Day" assignments, notwithstanding the application of the federal Fair Labor Standards Act to the City of Monroe because the "Kelly Days" can be considered as compensatory time off, given in lieu of overtime compensation, to meet the City's obligations under FLSA. Accordingly, each member of the Uniform Division (fire fighting) and Maintenance Division shall continue to receive one (1) twenty-four (24) hour period off in an 84-day work cycle, which will be considered as compensatory time off. The parties agree that "Kelly Days" will not be carried over from year to the next year. Effective July 1, 1993, the parties agree to change the practice of a 56-hour workweek or 112 hours per payroll period to a 54-hour workweek or 108 hours per payroll period.


Trade or exchange rights existing under Article 3, Section 2, as applied to practice to regular scheduled days off shall not be altered by this agreement.

It is agreed that fire fighters will be permitted to trade these "Kelly Days." Any "Kelly Days" traded by fire fighters shall be subject to the provisions outlined in Article 3, Section 2 of the contract.

Agreed to this 1st day of July, 1993.


Chief of Fire


Director of Personnel


President


Vice-President

APPENDIX D
LETTER OF UNDERSTANDING

It is hereby agreed by and between the City of Monroe, hereafter referred to as the "Employer" and the Monroe Fire Fighters Association, IAFF, Local 326, hereinafter referred to as the Association", as follows:

1. Having reviewed the Monroe City Council's action of August 15, 2011, approving the assignment of Public Safety Officers and Public Safety Command Officers (hereinafter collectively referred to as "Public Safety Officers") to provide supplemental assistance for fire suppression and other hazardous incidents, and recognizing this action as a reasonable exercise of the Employer's management rights under the parties' collective bargaining agreement, the Association agrees to withdraw Grievance No. 11-08.
2. The Association further agrees not to institute any grievances, arbitrations, administrative, civil service, or other legal proceedings, of any type or nature, protesting the Employer's assignment of the Employer's Police Officers, Lieutenants, Captains or Public Safety Officers to provide supplemental assistance to employees represented by the Association on matters related to fire suppression and other hazardous or emergency incidents, whether or not Police Officers, Police Command Officers, Public Safety Officers or other members of the Employer's Police Department have traditionally been called on to perform like, similar or related functions.
3. The Association also agrees not to institute any grievances, arbitrations, administrative, civil service, or other legal proceedings, of any type or nature, protesting the Employer's assignment of the Employer's Police Officers, Lieutenants, Captains or Public Safety Officers to the Fire Department or elsewhere for purposes of securing Firefighter I and II, First Responder, and other related training.
4. Firefighters shall provide their full cooperation and assistance in the furtherance of a unified and coordinated police and fire public safety response to fires and other emergency or hazardous incidents. In consideration for same and the other terms and conditions of this Agreement, the Employer agrees that for the period July 2, 2018, through and including June 30, 2020, none of the Employer's current Firefighters and Fire Command Officers shall be laid off or be required to become a Public Safety Officer.
5. In order to maximize on-scene coordination and direction of all firefighters and public safety officers responding to fires and other emergencies, the Employer and the Association agree that for the period July 2, 2018, through and including June 30, 2020, Command Officers from the Fire Department shall assume unified command of all fire scenes to which firefighters and public safety officers have both been directed. The Employer will issue SOG's on the provision of such supplemental assistance. The Association may request that the Employer meet and confer concerning such SOG's.

6. The Employer agrees that notwithstanding its assignment of Public Safety Officers, off-duty firefighters shall continue to be called back on matters related to fire suppression and other hazardous or emergency related incidents for which they have traditionally been called back for duty.
7. For the period of July 2, 2018, through and including June 30, 2020, firefighters shall be responsible for driving/operating fire department apparatus.
8. For the period of July 2, 2018, through and including June 30, 2020, the Employer agrees that public safety officers shall not be assigned to the Fire Station to serve in the place of regularly scheduled full-time firefighters.

This Letter of Understanding is agreed to by the City and the Association this 2nd day of July, 2018.

CITY OF MONROE

MONROE FIREFIGHTERS
ASSOCIATION, AFL-CIO,
LOCAL 326



Robert E. Clark, Mayor



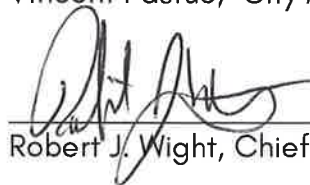
Joseph M. Bentley, President



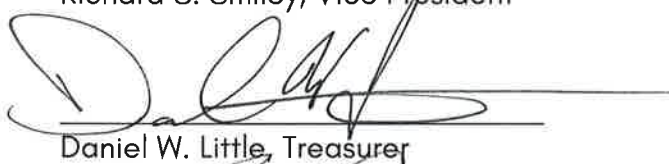
Vincent Pastue, City Manager



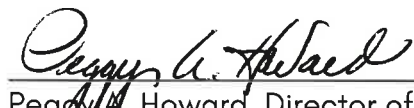
Richard S. Smiley, Vice President



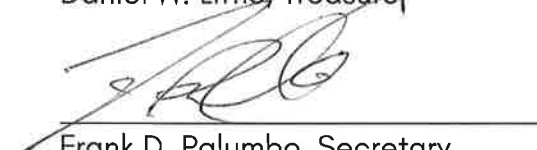
Robert J. Wight, Chief of Fire



Daniel W. Little, Treasurer



Peggy A. Howard, Director of Human Resources



Frank D. Palumbo, Secretary



Michelle J. LaVoy, City Clerk/Treasurer

